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T 202.344.4000 F 202.344.8300 www.Venable.com

December 21, 2021

T 202.344.8215
F 202.344.8300
RMJacobs@Venable.com

Embassy of the State of Qatar
2555 M Street, NW
Washington, DC 20037

Re: Amendment to the Representation of the Embassy of the State of Qatar

To Whom It May Concern:

This letter serves as an amendment to the January 31, 2018 engagement by the Embassy of the State of Qatar ("Qatar") of Venable LLP ("Venable") to provide government relations services. A copy of the original engagement is enclosed.

Qatar and Venable agree to amend the foregoing paragraph of the January 31, 2018 engagement as follows:

Compensation and Monthly Term: Compensation and Monthly Term: Qatar agrees to pay Venable \$110,000 per month, which shall include the necessary funds to pay the Contractors ("Monthly Payment"). We agree that of this amount, Venable shall retain \$25,000 and the remainder shall be paid to the Contractors as specified below. In no event shall the amount to be paid to the Contractors cause Venable's monthly compensation to drop below \$25,000. Venable will not be paid for any expenses or seek reimbursement for any expenses; that is the full amount of its monthly compensation.

In the event that the amount of the payments to the Contractors as directed by Qatar is less than \$85,000 for any month for all Contractors, then Venable will retain that amount (the difference between \$85,000 and the amount paid to the Contractors at Qatar's direction) in its escrow account pending further direction from Qatar. Any such funds held in escrow and not obligated by instruction from Qatar will be returned to Qatar at the conclusion of our representation.

Venable will begin providing services upon signature of this Agreement. The first payment will be due within four business days of signature. Subsequent payments are due on or before the 1st of each month, which will be the start of Venable's monthly term ("Monthly Term"). If Venable does not receive its Monthly Payment by the 5th of each month, Venable is entitled to stop work until it receives the Monthly Payment.

VENABLE_{LLP}

The Embassy of the State of Qatar
January 3, 2022
Page 2

All other terms and conditions of the January 31, 2018 engagement shall remain in effect and unchanged by this amendment.

Please confirm your agreement to this amendment of the terms of Venable's January 31, 2018 engagement as set forth in this letter by signing below as indicated.

Sincerely,




Ronald M. Jacobs

Embassy of the State of Qatar

By: _____

Title: _____

Date: _____


Hamad

31-12-2021

VENABLE LLP

600 MASSACHUSETTS AVE., NW WASHINGTON, DC 20001
T 202.344.4000 F 202.344.8300 www.Venable.com

January 31, 2018

Embassy of the State of Qatar
2555 M Street, NW
Washington, DC 20037

Robert L. Smith II
Senior Policy Advisor

T 202.344.4077
F 202.344.8300
RLSmithII@Venable.com

Re: Representation of the Embassy of the State of Qatar

To Whom It May Concern:

The purpose of this letter is to confirm the engagement by the Embassy of the State of Qatar ("Qatar") of Venable LLP ("Venable") to provide government relations services and to set for the term of those services.

Overview of Services: Venable shall provide government relations services for Qatar. In addition, Qatar has requested that Venable retain certain designated additional contractors to perform services on behalf of Qatar ("Contractors"). Venable will pay the Contractors as set forth below, but shall have no responsibility for monitoring or overseeing the Contractors.

Compensation and Monthly Term: Qatar agrees to pay Venable \$150,000 per month, which shall include the necessary funds to pay the Contractors ("Monthly Payment"). We agree that of this amount, Venable shall retain \$25,000 and the remainder shall be paid to the Contractors as specified below. In no event shall the amount to be paid to the Contractors cause Venable's monthly compensation to drop below \$25,000. Venable will not be paid for any expenses or seek reimbursement for any expenses; that is the full amount of its monthly compensation.

In the event that the amount of the payments to the Contractors as directed by Qatar is less than \$125,000 for any month for all Contractors, then Venable will retain that amount (the difference between \$125,000 and the amount paid to the Contractors at Qatar's direction) in its escrow account pending further direction from Qatar. Any such funds held in escrow and not obligated by instruction from Qatar will be returned to Qatar at the conclusion of our representation.

Venable will begin providing services upon signature of this Agreement. The first payment will be due within four business days of signature. Subsequent payments are due on or before the 1st of each month, which will be the start of Venable's monthly term ("Monthly Term"). If Venable does not receive its Monthly Payment by the 5th of each month, Venable is entitled to stop work until it receives the Monthly Payment.

VENABLE_{LLP}

The Embassy of the State of Qatar
January 31, 2018
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Contractors: The Contractors shall receive a fixed-monthly fee as directed by Qatar. Qatar shall direct the work of the Contractors. Venable will not pay the Contractors' monthly fee until it has received payment from Qatar, and the Contractors will have the right to suspend services if Qatar has not made the required payment to Venable. Venable shall have no obligation to supervise or otherwise oversee the work of the Contractors. Venable shall have no responsibility or duty for the selection of the Contractors, the services they provide, or the specific work assigned to them; they are responsible directly to Qatar for any issues arising from their services. If Qatar requests additional or different Contractors to be retained, Venable has the right to refuse to retain such Contractors and withdraw from this engagement.

The initial directions from Qatar to the Contractors will be given in writing, with copy to Venable, in advance of any work—before the beginning of the Monthly Term in which the services are to be performed—and any substantial or material changes in the scope of the services during that Monthly Term will also be reduced to writing and circulated among the parties. A form of the engagement letter that Venable will enter into with the Contractors is attached as Exhibit A to this Agreement.

Right to Termination: If Venable does not receive timely payment or its compensation falls below \$25,000 for any month, Venable shall be entitled to withdraw from this engagement and terminate its relationship with the Contractors without further approval of Qatar. In no event shall Venable have any financial responsibility or obligation to any of the Contractors beyond paying to the Contractors funds received from Qatar for such payment. This will be a condition in the retention agreement between Venable and each of the Contractors.

Term and Termination: This Agreement shall commence on the date signed and continue until terminated in writing by either Party. The Agreement may be terminated by either party at any time, without cause and without any liability, upon notice being provided. If terminated by Venable, Venable shall be obligated to provide services for the remainder of the Monthly Term. Venable shall be entitled to retain the Monthly Fee for the Monthly Term during which termination occurs.

Limitation on Authority: Except as directed by Qatar, Venable understands that it is not authorized by this Agreement to act as a representative, spokesperson, or agent on behalf of Qatar in any meeting or communication with any person, or in any public or private statement, or in communications with the media. This agreement is not intended to establish an employer-employee relationship, or principal-agent relationship, and Venable understands that it is not authorized to commit Qatar to any cost, contract, or other obligations, other than the retention of the Contractors.

VENABLE LLP

The Embassy of the State of Qatar
January 31, 2018
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Limitation of Liability: In no event shall Venable be liable for any services provided or not provided by any of the Contractors. If Qatar is dissatisfied with any services provided by a Contractor, any dispute will be between Qatar on the one hand and the Contractor on the other hand. If Qatar directs Venable not to make a payment to a Contractor, Venable will comply with that direction but Qatar shall indemnify, defend and hold Venable harmless from any claim by a Contractor. The retainer agreement between Venable and each of the Contractors will specify this as well.

Arbitration: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled exclusively by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Washington, D.C. We urge you to consider carefully the provisions of this Paragraph for arbitration, as well as all of the provisions of this Agreement, and to seek the advice of an independent attorney before agreeing to this provision or to the entire Agreement, if you have any questions or concerns.

Agreement: Please confirm your agreement to the terms of Venable's engagement as set forth in this letter by signing below as indicated.

Very truly yours,



Robert L. Smith II
Senior Policy Advisor

THE UNDERSIGNED HAS READ AND UNDERSTOOD THE FOREGOING LETTER AND AGREES TO RETAIN VENABLE LLP ON THE TERMS, CONDITIONS, AND LIMITATIONS SET FORTH HEREIN.

Embassy of the State of Qatar

By: 

Title:

Deputy Chief of mission

Date:

1-31-18

VENABLE LLP

The Embassy of the State of Qatar
January 31, 2018
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EXHIBIT A: ENGAGEMENT LETTER WITH CONTRACTORS

February 1, 2018

Mr. Robert L. Smith II
Senior Policy Advisor
Venable LLP
600 Massachusetts Avenue, NW
Washington, DC 20001

Re: Representation of Embassy of the State of Qatar

Dear Mr. Smith:

This letter serves to confirm [Company]'s ("Company") engagement by Venable LLP ("Venable") on behalf of the Embassy of the State of Qatar ("Qatar") to provide government relations consulting services to Qatar, and to set forth the terms of that engagement. Venable shall act as a third-party payor under the terms of this Agreement, with Qatar as the client of the Company.

Company shall receive \$ ____ per month to perform services ("Monthly Payment"). Company will not be paid for any expenses or seek reimbursement for any expenses; the amount specified above is the full amount of Company's monthly compensation. Company's monthly term shall begin on the 1st of each month and continue to the end of the month ("Monthly Term").

Company is expected to receive its Monthly Payment on or before the 5th of each month (after Venable is paid by Qatar). If Company does not receive its Monthly Payment by the 10th of each month, it shall stop work until it receives the Monthly Payment. In the event that no payment is made, Company shall not be entitled to compensation for that Monthly Term and therefore must not undertake work after the 10th if it has not been paid.

Venable shall have no liability or responsibility to make any payments to Company, including payments for any services or work performed by the Company, except as stated in this letter.

Company acknowledges and agrees that Venable shall only be required to make payments to the Company if and only if Venable first receives the amount due the Company from Qatar. In other words, Venable will act only as a pass through for purposes of making payments to the Company from funds received by Venable from and expressly designated by Qatar for the Company.

Payment of any compensation from Venable to the Company is expressly contingent upon Venable having received funds from Qatar for that purpose. In the event that Venable does not receive such funds, no payment will be made to Company. In no event shall Venable have any

Venable LLP
February 1, 2018
Page 2

financial responsibility or obligation to Company beyond paying to Company funds it has received from Qatar for such payment.

Company's services are to be provided for the benefit of Qatar and will consist of government relations strategy and consulting as directed by Qatar. The initial directions from Qatar to Company will be given in writing to Company, with a copy to Venable, in advance of any work—before the beginning of the Monthly Term in which the services are to be performed—and any substantial or material changes in the scope of the services during that Monthly Term will also be reduced to writing and circulated among the parties.

This Agreement shall commence on the date signed and continue until terminated. Upon written notice, the Agreement may be terminated by either party at any time, without cause and without any liability, upon notice being provided. If terminated by Company, Company shall be obligated to provide services for the remainder of the Monthly Term. Company shall be entitled to retain the Monthly Fee for the Monthly Term during which termination occurs.

Company shall comply with all applicable laws and regulations governing this Agreement and the work it performs under this Agreement or any work order. Without limiting the foregoing, such laws shall include the Foreign Agents Registration Act; the applicable gift and ethics rules for the United States House of Representatives, the United States Senate, and officers and employees of the Executive Branch; and chapter 11 of title 18 of the United States Code. Venable shall have no responsibility for the Company's compliance. Company shall be responsible for filing all reports required under the Foreign Agents Registration Act, marking all informational materials with the required legend, and filing all informational materials with the Department of Justice. Company shall submit drafts of its reports related to its representation of Qatar to Venable for review at least 48 hours prior to submission to the Department of Justice and shall provide to Venable the text of the legend it will include on all informational materials for review. Review by Venable does not obligate Venable for Company's compliance; all compliance remains the sole responsibility of Company.

Except as directed by Qatar, Company understands that it is not authorized by this Agreement to act as a representative, spokesperson, or agent on behalf of Qatar in any meeting or communication with any person, or in any public or private statement, or in communications

Venable LLP
February 1, 2018
Page 3

with the media. This agreement is not intended to establish an employer-employee relationship, or principal-agent relationship, and Company understands that it is not authorized to commit Qatar or Venable to any cost, contract, or other obligations.

Company agrees that if Qatar is dissatisfied with any services provided by Company, any dispute will be between Qatar on the one hand and Company on the other hand. If Qatar directs Venable not to make a payment to a Company, Venable will comply with that direction but Qatar shall be responsible for that decision. Company agrees that any claim it has regarding payment or performance of this Agreement is between Company and Qatar and not with Venable.

Company shall indemnify, defend, and hold harmless Venable and Qatar for any claims against or losses or damages, including attorneys' fees, suffered by Venable based on or arising out of the Company's performance of any work under this letter agreement or any work order issued hereunder.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled exclusively by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Washington, D.C.

Please confirm your agreement to the terms of Venable's engagement as set forth in this letter by signing below as indicated.

Very truly yours,

[Name]
[Title]

Venable LLP

Date: _____

Robert L. Smith II
Senior Policy Advisor